Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of:	)	
Supra Telecommunications and Information Systems, Inc., Debtor-in-Possession, Transferor,	)	WC Docket No. 04-430
and	)	Filed: January 11, 2005
H.I.G. Supra, Inc., Transferee.	)	
Application For Authority Pursuant to Section 214 of the Communications Act of 1934, as Amended, for the Transfer of Control of an Authorized U.S. International and Domestic Communications Common Carrier	)	

COMMENTS

The undersigned commenter, MARK E. BUECHELE ("Buechele"), pursuant to DA 04-4061 (released December 28, 2004), hereby files these comments regarding the Domestic Section 214 Application Filed For Transfer Of Control Of Supra Telecommunications And Information Systems, and H.I.G. Supra, Inc., Reorganized, in this WC Docket No. 04-430; and in support thereof states as follows.

I. This Commenter

1. The undersigned commenter currently is and has been a local exchange customer of the Debtor Supra Telecommunications & Information Systems, Inc. ("Supra Telecom") for the last several years.

2. The undersigned commenter is also a creditor of the Debtor Supra Telecom with allowed claims in excess of $2 million in the bankruptcy proceeding of this Debtor

(Case No. 02-41250, U.S. Bankruptcy Court, Southern District of Florida). The Debtor is currently paying a portion of those claims over time, arising from an allowed administrative expense.

3. The purpose of these comments is to point out apparent inconsistencies with various filings and the FCC application herein, in order to allow the Debtor an opportunity to either clarify or correct any mistakes made in this or other filings.

4. Because the public interest is served by having the Debtor Supra Telecom file an FCC application with accurate information, the undersigned asks that these comments be considered, and if necessary, allow the Debtor Supra Telecom to make appropriate corrections to its application.

II. Facts Stated In The FCC Application

5. The FCC Application at issue here is dated on or about November 24, 2004, was submitted by Catherine Wang and Douglas Orvis II of Swidler Berlin Shereff Friedman, LLP, and verified by Brian Chaiken as "EVP of Legal" of the Debtor Supra Telecom on or about November 19, 2004.

6. The application states on page 4 that: *"Supra's Plan of Reorganization, including the proposed bid on transfer of ownership described below was approve in a hearing by the Bankruptcy Court on October 27, 2004."* As a point of fact, the Debtor's current Third Amended Plan Of Reorganization By Supra Telecommunications And Information Systems, Inc. has not yet been approved by the Bankruptcy Court, but rather a Confirmation Hearing seeking to approve the plan (and H.I.G. Supra's proposed acquisition) is currently scheduled for hearing on January 12, 2005.

7. The more material inconsistencies in the FCC Application relate to the transaction contemplated, the future ownership of the reorganized Debtor, and the ownership of H.I.G. Supra, Inc.

8. With respect to the transaction contemplated and the future ownership of the reorganized Debtor, the FCC application purports to describe the transaction on page 5, stating in pertinent part as follows:

> *"On October 26, 2004, the Applicants agreed to a transaction wherein Supra would reissue its common and preferred stock to the Purchaser as part of a Plan of Reorganization supervised by the U.S. Bankruptcy Court for the Southern District of Florida. Under the Plan, the Purchaser will receive 9 million shares of new common stock and 4.5 million shares of convertible preferred stock, which combined, shall represent approximately 90% of the new equity ownership of Supra. The remaining 10% of new shares will be held by a number of small investors."*

9. In the application on page 8 under Section (h)(1), the FCC application states that H.I.G. Supra, Inc. will own approximately 90% of the reorganized Debtor and that *"[n]o other entity will hold a direct investment in Supra that will result in the ownership or control of ten percent or more of the equity of Supra."*

10. In the application on page 8 under Section (h)(2), the FCC application states that H.I.G. Capital Partners III, L.P. will own or control approximately 68% of H.I.G. Supra, Inc. and that Alexander Holdings, Inc. will own or control approximately 25% of H.I.G. Supra, Inc. (the majority shareholder of the Debtor and licensee Supra Telecom).

III. Facts Stated In The Third Amended Plan Of Reorganization

11. Attached to these comments as Exhibit "1" (and labeled "Comment Exhibit Page 1" through "Comment Exhibit Page 6") are relevant portions of the Debtor Supra Telecom's Third Amended Plan Of Reorganization By Supra Telecommunications And

Information Systems, Inc. (dated December 1, 2004) ("Plan of Reorganization") in Case No. 02-41250-BKC-RAM.

12. Attached to these comments as Exhibit "2" (and labeled "Comment Exhibit Page 7" through "Comment Exhibit Page 15") are relevant portions of the Purchase Agreement involving the Debtor Supra Telecom and the proposed transferee H.I.G. Supra, Inc., which was dated October 26, 2004 and executed on or about November 16, 2004. This 10/26/04 Purchase Agreement underlies the transactions contemplated in the Plan of Reorganization and the application filed in this docket.

13. Section 6.2 of the Plan of Reorganization (see Comment Exhibit Page 4) incorporates by reference the 10/26/04 Purchase Agreement into the Plan of Reorganization. Section 1.1 of the Purchase Agreement describes the transaction (see Comment Exhibit Pages 8-9), and with respect to the capital structure of the reorganized Supra Telecom, states in Section 1.1(b) as follows:

> *"(b) Subscription for Shares. The Company shall issue to Purchaser and H.I.G. or its assigns (i) 200,000 New Common Shares, and (ii) 7,800,000 Redeemable Preferred Shares which, together with the New Common Shares, shall be equivalent to 100% of the capital stock of the Company to be outstanding as of the Closing Date."*

This provision of the Plan of Reorganization regarding the capital structure of the reorganized Debtor Supra Telecom, contradicts the capital structure of the transaction described in the FCC Application on page 5 (see paragraph 8, above).

14. Section 6.11 of the Plan of Reorganization (see Comment Exhibit Page 5) provides information regarding the post-confirmation ownership of the Debtor and licensee Supra Telecom, stating in pertinent part as follows:

> *"100% of the shares of the Reorganized Debtor will be owned by HIG. The Reorganized Debtor intends to adopt a New Company Management*

Plan where up to 20% of the new equity will be available for purchase (including as restricted stock) or subject to stock options or other stock-based awards issued under the New Company Management Plan."

This provision of the Plan of Reorganization regarding the ownership of the reorganized Debtor and license holder Supra Telecom, contradicts the ownership structure of the transaction described in the FCC Application on page 5 (see paragraph 8, above) and Section (h)(1) on page 8 of the FCC Application (see paragraph 9, above).

15. Additionally, Section 4.5 of the 10/26/04 Purchase Agreement (see Comment Exhibit Page 12) also provides information regarding the post-confirmation ownership of the Debtor and licensee Supra Telecom, stating in pertinent part as follows:

"As of the Closing, the Company will adopt the New Company Management Plan; provided, that (i) not less than 17.5% and not more than 25% of the New Outstanding Equity shall be available for purchase (including as restricted stock) or subject to stock options or other stock-based awards issues under the New Company Management Plan . . ."

This provision of the 10/26/04 Purchase Agreement actually goes beyond the Plan of Reorganization, by allowing up to 25% of the reorganized Debtor and license holder Supra Telecom, to be acquired by management immediately upon closing of the transaction. As with the ownership structure of Supra Telecom set forth in the Plan of Reorganization, the ownership structure in the 10/26/04 Purchase Agreement also contradicts the ownership structure of the transaction described in the FCC Application on page 5 (see paragraph 8, above) and Section (h)(1) on page 8 of the FCC Application (see paragraph 9, above).

16. It is interesting to note that neither the Plan of Reorganization or the 10/26/04 Purchase Agreement, provide for any ownership by *"a number of small investors"* as stated in the FCC Application on pages 5 and 8 (see paragraphs 8 and 9, above).

17. In summary, the statements made in the FCC Application regarding the future capital structure and ownership of Supra Telecom, appear to conflict with the statements made in the Plan of Reorganization and 10/26/04 Purchase Agreement regarding the same issues.

IV. Facts Stated In California PUC Application

18. Attached to these comments as Exhibit "3" (and labeled "Comment Exhibit Page 16" through "Comment Exhibit Page 25") are relevant portions of what the Debtor Supra Telecom produced in the bankruptcy proceeding as the application for change of control filed with the California Public Utilities Commission ("PUC"). This application purports to have been dated November 30, 2004, and as with the FCC Application, was submitted by Catherine Wang and Douglas Orvis II of Swidler Berlin Shereff Friedman, LLP, and verified by Brian Chaiken as "EVP of Legal" of the Debtor Supra Telecom on or about November 19, 2004. A search of the California PUC reveals that an application for change of control was filed on or about December 1, 2004 in Proceeding A0412009.

19. On page 4 of the California PUC Application (Comment Exhibit Page 20), the following statement is made about the ownership of H.I.G. Supra, Inc.:

> *"H.I.G. is approximately 80% owned by H.I.G. Capital Partners III, L.P. ('H.I.G. Capital'), a Delaware limited partnership."*

Additionally, on page 5 of the California PUC Application (Comment Exhibit Page 21), there is a statement about the future ownership of the reorganized Debtor Supra Telecom that states in footnote 1 as follows:

> *"Purchaser will hold approximately 90% of Supra's stock. The remaining 10% interest will be divided among several investors, including management, none of which will hold more than 5%."*

20. The statements in the California PUC Application regarding the ownership of H.I.G. Supra, Inc. (i.e. approximately 80% being held by H.I.G. Capital), appear to contradict the statement made in the FCC Application at Section (h)(2) that H.I.G. Capital holds 68% of H.I.G. Supra, Inc.

21. Additionally, the statement in the California PUC Application that the remaining 10% ownership of the reorganized Debtor Supra Telecom will be held by both investors and management, contradicts not only the Plan of Reorganization and 10/26/04 Purchase Agreement, but is not fully consistent with the statement at page 5 of the FCC Application that: *"[T]he remaining 10% of new shares will be held by a number of smaller investors."*

22. In summary, the statements made in the FCC Application regarding the future ownership of Supra Telecom, appear to conflict with statements made in the California PUC Application regarding the same issues and the Plan of Reorganization and 10/26/04 Purchase Agreement as well. Also, the statements made in the FCC Applications regarding the ownership of H.I.G. Supra, Inc., also appear to conflict with the statements made the California PUC Application regarding the same issue.

V. Facts Stated In Corporate Documents Of H.I.G. Supra, Inc.

23. Attached to these comments as Exhibit "4" (and labeled "Comment Exhibit Page 26" through "Comment Exhibit Page 36") are relevant portions of what H.I.G. Supra, Inc. produced in the bankruptcy proceeding as its incorporation and related documents. Although these are not all of the documents provided, they are the documents relevant to the ownership of H.I.G. Supra, Inc.

24. The first set of documents in Exhibit "4" purport to be a Memorandum of Association for H.I.G. C.L.E.C., Inc., dated January 30, 2004, which reflect that one share was issued as the capital of this entity (see Comment Exhibit Pages 26-27). Comment Exhibit Pages 33-35 reflect corporate resolutions as of October 26, 2004, which change the name of the entity from H.I.G. C.L.E.C., Inc., to H.I.G. Supra, Inc. Based upon Comment Exhibit Page 36, it appears that on November 1, 2004, the name change to "H.I.G. Supra, Inc." was approved by the Cayman Islands Registrar of Companies. Comment Exhibit Pages 29 and 31, appear to reflect that on January 30, 2004, the one share of stock issued in the entity now known as H.I.G. Supra, Inc., was transferred to H.I.G. Capital Partners III, L.P. Finally, Comment Exhibit Pages 33 and 34, appear to state that as of October 26, 2004, the sole shareholder of H.I.G. Supra, Inc., was H.I.G. Capital Partners III, L.P.

25. The corporate documents of H.I.G. Supra, Inc. which appear to reflect that its sole shareholder is H.I.G. Capital Partners III, L.P., appear to contradict the statement in the California PUC Application (dated November 30, 2004) that H.I.G. Capital Partners III, L.P. owns "approximately 80%" of H.I.G. Supra, Inc., and the statement in the FCC Application (dated November 24, 2004) that H.I.G. Capital Partners III, L.P. will own approximately 68% of H.I.G. Supra, Inc.

26. In summary, the statements made in the FCC Application regarding the ownership of H.I.G. Supra, Inc. (the proposed majority owner of the reorganized Debtor and license holder Supra Telecom), appear to conflict with both the corporate documents of H.I.G. Supra, Inc. and statements made in the California PUC Application.

VI. Summary Of Comment

27. The undersigned does not have first hand knowledge regarding the proposed ownership of both the reorganized Debtor and license holder Supra Telecom (a Florida Corporation), and its proposed majority shareholder H.I.G. Supra, Inc. (a Cayman Islands Corporation). However, it appears that statements made to the Bankruptcy Court and California PUC conflict with statements made in the FCC Application and corporate documents of H.I.G. Supra, Inc.

28. The undersigned merely points out these inconsistencies, which may or may not be explainable, and suggests that the applicant should verify all of the information provided on the FCC Application. If necessary, the applicant should correct any mistakes on the FCC Application regarding the nature of the transaction and ownership of relevant entities, and ensure that its statements to other regulatory bodies and/or courts are accurate and consistent.

28. At a minimum, the public interest test requires that accurate information be disclosed to not only the FCC, but to other commissions and courts as well; and that if necessary, amendments be made to correct any inaccuracies made in the instant application and/or before other governmental bodies.

WHEREFORE, the undersigned commenter, MARK E. BUECHELE, hereby files these comments to the Domestic Section 214 Application Filed For Transfer Of Control Of Supra Telecommunications And Information Systems, and H.I.G. Supra, Inc., Reorganized.

Respectfully Submitted,

MARK E. BUECHELE, ESQ.
P.O. Box 398555
Miami Beach, FL 33239-8555
Telephone: (305) 531-5286
Facsimile: (305) 531-5287

By: _____
MARK E. BUECHELE
Florida Bar No. 906700

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail on CATHERINE WANG, ESQ./DOUGLAS D. ORVIS II, Swidler Berlin Shereff Friedman, LLP, 3000 K Street, NW, Suite 300, Washington, D.C. 20007-5116 on this 11th day of January, 2005.

By: _____
MARK E. BUECHELE
Florida Bar No. 906700

EXHIBITS "1" THROUGH "4"

(Comment Exhibit Pages 1 - 36)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:

Case No. 02-41250-BKC-RAM

SUPRA TELECOMMUNICATIONS
AND INFORMATION SYSTEMS, INC.,

Chapter 11

Debtor.
_____/

THIRD AMENDED PLAN OF REORGANIZATION BY
SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.

Dated: December 1, 2004

Kevin S. Neiman, Esq.
LAW OFFICES OF KEVIN S. NEIMAN, LLC
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150 West Flagler Street, Penthouse
Miami, FL 33130
Telephone No.: 305.374.0065

-and-

Michael S. Budwick, Esq.
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EXHIBIT "1"

PLAN OF REORGANIZATION BY
SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.

Supra Telecommunications and Information Systems, Inc., the Debtor and Debtor in Possession, proposes this Plan pursuant to § 1121(a) of the Bankruptcy Code. Reference is made to the Disclosure Statement for a discussion of the Debtor's history, business, properties, results of operations, a summary and analysis of the Plan and other related matters. The Debtor is the proponent of the Plan within the meaning of § 1129 of the Bankruptcy Code.

Under § 1125(b) of the Bankruptcy Code, a vote to accept or reject the Plan cannot be solicited from a holder of a Claim or Equity Interest until such time as the Disclosure Statement has been approved by the Bankruptcy Court and distributed to holders of Claims and Equity Interests. ALL HOLDERS OF CLAIMS AGAINST, AND EQUITY INTERESTS IN, THE DEBTOR ARE ENCOURAGED TO READ THE PLAN AND THE RELATED DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR TO REJECT THE PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN THE PLAN, THE DEBTOR RESERVES THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

ARTICLE I.

DEFINITIONS, RULES OF INTERPRETATION, AND CONSTRUCTION

A. Defined Terms. As used herein, the following terms have the respective meanings specified below:

B. Definitions.

Section 1.1 Administrative Expense means any expense constituting a cost or expense of administration of the Chapter 11 Case under §§ 503(b) and 507(a)(1) of the Bankruptcy Code including, without limitation, any actual and necessary costs and expenses of preserving the Estate, any actual and necessary costs and expenses of operating the business of the Debtor, any indebtedness or obligations incurred or assumed by the Debtor in Possession in connection with the conduct of its business, including, without limitation, for the acquisition or lease of property or an interest in property or the rendition of services, all compensation and reimbursement of expenses to the extent Allowed by the Bankruptcy Court under §§ 330 or 503 of the Bankruptcy Code. Any U.S. Trustee Fees assessed against the Estate shall be excluded from the definition of Administrative Expense and shall be paid in accordance with Section 3.4 of the Plan. Moreover, Administrative Expense does not include any and all Assumed Liabilities under the Final Purchase Agreement, nor the Buechele Administrative Expense.

Subordinated General Unsecured Claim. Notwithstanding the foregoing, to the extent that the holder of the BellSouth General Unsecured Claim is paid 100% of its Class 7 Claim and there is sufficient Cash to make a Distribution to the holder of the Buechele Subordinated General Unsecured Claim, the Disbursing and Claims Reconciling Agent shall distribute Cash to the holder of the Allowed Buechele Subordinated General Unsecured Claim up to the amount of such holder's claim (including interest). Any surplus Cash after full payment to the holder of the Buechele Subordinated General Unsecured Claim shall vest in the Reorganized Debtor.

(c) Impairment and Voting. Class 11 is impaired by the Plan. The holder of the Allowed Buechele Subordinated General Unsecured Claim is entitled to vote to accept or reject the Plan.

Section 5.12 CLASS 12: EQUITY INTERESTS.

(a) Description. Class 12: Equity Interests is comprised of the Equity Interests in the Debtor. Olukayode Ramos is the 100% holder of the Equity Interests in the Debtor.

(b) Distributions. As of the Effective Date, all Class 12 Equity Interests shall be extinguished and the holder of such Equity Interests shall be forever precluded and permanently enjoined to the fullest extent permitted by applicable law from asserting directly or indirectly against the Debtor, the Reorganized Debtor, the Final Purchaser, HIG or any of their respective successors and assigns or their respective heirs, directors, employees, shareholders, partners, members, agents, representatives, advisors or attorneys, or the properties of any of them, any other or further Claims, debts, rights, causes of action, remedies, liabilities or Equity Interests based upon any act, omission, document, instrument, transaction or other activity of any kind or nature that occurred prior to the Effective Date. The holder of any canceled Equity Interest shall have no rights arising from or relating to such Equity Interests, or the cancellation thereof, except the rights, if any, provided in the Plan. In accordance with the foregoing, except as specifically provided in the Plan or Confirmation Order, the Confirmation Order shall be a judicial determination of the discharge or termination of any such Equity Interest in the Debtor.

(c) Impairment and Voting. Class 12 is impaired by the Plan. Because the holder of the Equity Interest in that Class will not receive or retain any property under the Plan, pursuant to § 1126(g) of the Bankruptcy Code, such holder is automatically deemed to reject the Plan and need not vote to accept or reject the Plan.

ARTICLE VI.

IMPLEMENTATION OF PLAN

Section 6.1 Sale Transaction Generally. The Effective Date of this Plan and its ultimate feasibility are conditioned upon the closing of the Final Sale Transaction.

Section 6.2 Sale of Stock. As of October 26, 2004, the Debtor entered into the Final Purchase Agreement with the Final Purchaser and, thus, entered into the Final Sale Transaction. All of the terms and conditions of the Final Purchase Agreement are incorporated herein and, as of the Effective Date, are binding upon all applicable Persons in all respects.

The Final Sale Transaction provides for the sale of all of the Stock in the Reorganized Debtor for the Sale Proceeds. The Final Sale Transaction shall close on the Closing Date.

Section 6.3 Sale Free and Clear of Liens, Claims and Encumbrances. Except as otherwise specifically provided in the Final Purchase Agreement, the Purchased Assets shall be owned by the Reorganized Debtor free and clear of any liens, claims, encumbrances or interests which have, or could have, been asserted by creditors or other parties in interest, including the Debtor's Estate, pursuant to section 363(f) of the Bankruptcy Code.

Section 6.4 Confirmation of the Plan Prior to Closing. This Plan may be confirmed prior to the Closing Date. The Effective Date will be on the Closing Date. All rights and obligations under this Plan will only become effective upon the Effective Date. To the extent any other provision of this Plan may be deemed to conflict with this provision, this provision shall be controlling.

Section 6.5 Debtor's Pre-Effective Date Operations. After Confirmation of this Plan and prior to the Effective Date, the Debtor shall operate its business in the ordinary course, including, but not limited to, paying normal operating expenses, preparing and filing tax returns and statements, collecting accounts receivable and filing U.S. Trustee reports, as debtor in possession with the authority granted it under §§ 1107 and 1108 of the Bankruptcy Code and subject only to certain additional restrictions imposed upon the Debtor (i) in connection with the Final Purchase Agreement, and (ii) pursuant to the Plan.

Section 6.6 Closing of the Final Sale Transaction. Upon the Closing of the Final Sale Transaction, the Final Purchaser will own all the Stock of the Reorganized Debtor and thereby succeed to the ownership of the Purchased Assets (including the Retained Asset Claims) and the Final Purchaser shall assume all of the Assumed Liabilities, if any, as provided under the Final Purchase Agreement. The Excluded Assets, including the Supra Preserved Claims, shall be retained in the Estate and subject to the control of the Estate Representative, pursuant to § 1123(b)(3) of the Bankruptcy Code, except that the Final Purchaser shall deliver to the Disbursing and Claims Reconciling Agent Cash necessary for the Disbursing and Claims Reconciling Agent to make all Distributions required by the Plan; provided, however, that the Final Purchaser shall pay directly to BellSouth the $13 million due at Closing (consisting of the $10.75 million down payment on the BellSouth Cure Claim and the $2.25 million payment in respect of BellSouth's Allowed General Unsecured Claim in Class 7).

Section 6.7 Payment of Purchase Price. The Final Purchaser shall pay the Final Purchase Price pursuant to the terms of the Final Purchase Agreement.

Section 6.11 Post-Effective Date Existence. The Debtor shall continue to exist as the Reorganized Debtor from and after the Effective Date as a corporate entity organized under the laws of the State of Florida pursuant to, and in accordance with, among other things, applicable corporate documents and the Plan.

The initial Board of Directors of the Reorganized Debtor will be Douglas Berman, Sami Mnaymneh, Lewis Schoenwetter, and Tony Tamer. Following the Effective Date, the selection of the executive officers of the Reorganized Debtor will be in the control of the Board of Directors in accordance with applicable corporate law. The identity of the individuals who will serve as the executive officers of the Reorganized Debtor, subject to the discretion of the Board of Directors of the Reorganized Debtor, is as follows: (i) Russell Lambert, Chief Executive Officer; (ii) Allauddin Baksh, Chief Financial Officer; (iii) David Nilson, Vice President of Technology; (iv) Mark Neptune, Vice President of Network Engineering and Operations; and (v) Brian Chaiken, Executive Vice President of Legal Affairs. The Buyer has stated its intent to continue to operate with existing management subsequent to the Effective Date, and has agreed to the assignment of the severance agreements set forth in Article II(R) of the Disclosure Statement.

100% of the shares of the Reorganized Debtor will be owned by HIG. The Reorganized Debtor intends to adopt a New Company Management Plan where up to 20% of the new equity will be available for purchase (including as restricted stock) or subject to stock options or other stock-based awards issued under the New Company Management Plan. None of the capital stock, or any rights to acquire capital stock, will be issued to Mr. Ramos or any affiliate of Mr. Ramos.

ARTICLE VII.

PROVISIONS REGARDING VOTING AND DISTRIBUTIONS UNDER THE PLAN

Section 7.1 Voting of Claims/Equity Interests. Each holder of an Allowed Claim or Equity Interest in an impaired Class of Claims or Equity Interests that is entitled to vote on the Plan pursuant to the Plan shall be entitled to vote separately to accept or reject the Plan as provided in such order as is entered by the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order or orders of the Bankruptcy Court.

Section 7.2 Acceptance by Class of Holders of Allowed Claims or Equity Interests. A Class shall have accepted the Plan if the Plan is accepted by holders of Allowed Claims that hold at least two-thirds in amount and more than one-half in number of the Allowed Claims of such Class that have voted to accept or reject the Plan. For voting purposes, the dollar amount of the Claims held by a Class of holders of Allowed Claims shall be aggregated, and each holder of an Allowed Claim in such Class shall be entitled to one vote respecting the total

Dated: Miami, Florida
December 1, 2004

Respectfully Submitted,

SUPRA TELECOMMUNICATIONS AND
INFORMATION SYSTEMS, INC.,
Debtor and Debtor in Possession

By: _____
Russell Lambert, as Chief
Executive Officer and Director

We hereby certify that we are admitted to the Bar of the United States District Court for the Southern District of Florida and that we are in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

LAW OFFICES OF KEVIN S. NEIMAN, LLC
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By: _____
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By: _____
Michael S. Budwick
Fla. Bar No. 093877
Peter D. Russin
Fla. Bar No. 765902

PURCHASE AGREEMENT

dated as of

October 26, 2004

among

SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.
Debtor in Possession

and

Endeavor Capital Management LLC and
David Struwas, as
PURCHASER, and H.I.G. Supra, Inc.

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement"), dated as of October 26, 2004, is entered into by and among Supra Telecommunications and Information Systems, Inc., a corporation organized under the Laws of the State of Florida (the "Company"), and by Endeavor Capital Management, LLC, a limited liability company organized under the Laws of the State of Connecticut and David Struwas (collectively, the "Purchaser"), and H.I.G. Supra, Inc., a Cayman Islands corporation ("HIG"). Capitalized terms used herein (and in the Exhibits hereto) without definition shall have the meaning ascribed to such terms in Section 7.1 hereof.

WITNESSETH:

WHEREAS, the Company (the "Debtor") is a debtor in possession under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code"), having commenced voluntary case (No. 02-41250-BK-RAM) or otherwise involving the Company as debtor, the "Bankruptcy Case") on or after October 23, 2002 (the "Petition Date") in the United States Bankruptcy Court for the Southern District of Florida, Miami Division (the "U.S. Bankruptcy Court");

WHEREAS, the Company has agreed to file a plan of reorganization supported and approved by the Purchaser with the U.S. Bankruptcy Court for the Company to implement the transactions contemplated by this Agreement (the "Bankruptcy Plan");

WHEREAS, in connection with the Bankruptcy Plan, the Purchaser desires to make a significant investment in the Company and to consummate the transactions contemplated by this Agreement, upon the terms and conditions provided for herein;

WHEREAS, subject to the terms and conditions hereof, the Company has agreed to seek entry of the Confirmation Order pursuant to Section 1129 of the Bankruptcy Code; and

WHEREAS, entry of the Confirmation Order would, pursuant to Section 1141 of the Bankruptcy Code, bind the Debtor and its creditors and, pursuant to the Bankruptcy Code, its equity security holders, to the Bankruptcy Plan which includes the transactions contemplated by this Agreement, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I

SUBSCRIPTION FOR NEW COMMON SHARES

1.1 Purchase Obligations of Company and Purchaser. At Closing, subject to the terms and conditions hereof:

(a) Purchase Price for Shares. HIG shall provide to Purchaser and Purchaser shall pay to the Company not less than Eight Million Dollars ($8,000,000) and provide to the Company or arrange for the loans and other considerations described in Subsections 1.1(c) and 1.1(d) below as the aggregate purchase price (the "Purchase Price") paid in exchange for the issuance of the New Common Shares and Redeemable Preferred Shares in accordance with Section 1.1(b).

(b) Subscription for Shares. The Company shall issue to Purchaser and HIG or its assigns (i) 200,000 New Common Shares, and (ii) 7,800,000 Redeemable Preferred Shares, which, together with the New Common Shares, shall be equivalent to 100% of the capital stock of the Company to be outstanding as of the Closing Date.

(c) Subordinated Debt Obligations. Purchaser shall cause up to Five Million Dollars ($5,000,000) in cash to be loaned to the Company (which HIG may provide to Purchaser) in the form of subordinated debt with the terms as set forth in "Exhibit A" (the "Subordinated Debt"). The Purchaser may increase the amount of Subordinated Debt.

(d) Senior Credit Facility. Purchaser, with the assistance of HIG, shall secure a senior credit facility for the Company with one or more lenders (the "Senior Credit Facility"), which may include both a revolving credit facility and a term loan facility, in an amount equal to not less than Ten Million Dollars ($10,000,000), of which at least Five Million Dollars ($5,000,000) shall be available for use by the Company at Closing.

(e) Debt Obligations.

(1) Purchaser shall cause the Company to pay the Closing Debts (as defined in Section 1.1(f)) from the amounts received by the Company from the Purchase Price, the Subordinated Debt and the Senior Credit Facility, except that the BellSouth Exit Costs shall be paid by the delivery to BellSouth at Closing of Ten Million Seven Hundred Fifty Thousand Dollars ($10,750,000) in cash, with the balance to be paid pursuant to the terms of the BellSouth Exit Debt (as defined in Section 1.1(g)(4)).

(2) The Purchaser shall cause the Company to pay the Closing Debts (as defined in Section 1.1(f)) and assume the Restructured Debts (as defined in Section 1.1(g)), all in accordance with the Bankruptcy Plan.

(f) Closing Debts. For purposes of this Section 1.1, the "Closing Debts" shall be:

(1) Ten Million Seven Hundred Fifty Thousand Dollars ($10,750,000) of the BellSouth Exit Costs;

(2) the Babcock Fee in an amount equal to approximately $550,000;

(3) Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000) as payment in full of the Company's obligations in respect of the Pre-Petition Liabilities as set forth and in accordance with the Bankruptcy Plan;

(4) transaction fees and closing costs (other than the Babcock Fee) incurred by Purchaser and/or HIG in connection with the consummation of the transactions contemplated by this Agreement, not to exceed One Million Five Hundred Thousand Dollars ($1,500,000); and

(5) all priority claims and administrative expense claims (other than Professional Fees, the Buechele Administrative Expense, as described in the Bankruptcy Plan, and the amounts set forth in Sections 1.1(g)(1)-(3) below) payable by the Company either approved by the U.S. Bankruptcy Court but unpaid prior to Closing, or earned but not yet approved for payment by the U.S. Bankruptcy Court prior to the Closing, provided the same do not exceed, in the aggregate, more than $600,000.

Purchaser agrees that in the event the aggregate amounts set forth in Sections 1.1(a), 1.1(c) and 1.1(d) above as the Purchase Price, together with the cash of the Company, are not sufficient to: (i) pay the $13.5 million to be paid to BellSouth at Closing (comprised of the amount set forth in Section 1.1(f)(1) and the portion of the payment set forth on Section 1.1(f)(3) that is to be paid in respect of general unsecured claims held by BellSouth and other parties under the Bankruptcy Plan (collectively, the "BellSouth Down Payment")); and (ii) subject to the terms of this Agreement, provide the cash necessary to confirm the Plan, then Purchaser will arrange for the amounts set forth in Sections 1.1(a), 1.1(c) and/or 1.1(d) above to be increased to meet any such shortfall. In addition, in the event the Closing does not occur promptly after the U.S. Bankruptcy Court enters its Confirmation Order with respect to the Bankruptcy Plan, then Purchaser will also pay to BellSouth at Closing interest on the BellSouth Down Payment in an amount equal to eight percent (8%) computed on a per annum basis from the entry of such Confirmation Order through the Closing. Such interest payment shall be in addition to all other amounts set forth herein.

(g) Restructured Debts. For purposes of this Section 1.1, the "Restructured Debts" shall mean:

(1) all pre-Petition Date taxes of the Company (not to exceed the amount set forth on the Schedule of Debts as of August 31, 2004 – currently estimated to be no more than $2,250,000), a detailed list of which shall be provided by the Company prior to the Closing and attached to this Agreement as Schedule 1.1(g)(1);

(2) all ongoing obligations of payment and performance of the Company with respect to all of the leases, contracts and Commitments of the Company, other than those rejected at or prior to the Confirmation Hearing on the Bankruptcy Plan;

(3) all current liabilities of the Company which shall be paid in accordance with the Bankruptcy Plan or when and as they become due in the ordinary course of business; and

(4) Six Million Five Hundred Thousand Dollars ($6,500,000) evidenced by a junior secured note (the "BellSouth Note") payable to the order of BellSouth in four (4) semi-annual payments of principal and interest in accordance with the Bankruptcy Plan (the "BellSouth Exit Debt"). The BellSouth Exit Debt shall bear interest at the rate of eight percent (8%) per annum, shall be secured by a lien on all of the Company's assets, second and

junior only to the Senior Credit Facility, and shall be senior in right of payment and priority to the Company's equity and the Subordinated Debt (as evidenced by a Junior Secured Note and a Loan and Security Agreement, in form reasonably acceptable to BellSouth, Purchaser and HIG, to be executed at Closing by the Company in favor of BellSouth, and a subordination agreement (the "Subordination Agreement"), in form reasonably acceptable to BellSouth, Purchaser and HIG, to be executed at Closing by BellSouth and the holders of the Subordinated Debt). The BellSouth Exit Debt and the Senior Credit Facility shall be subject to an intercreditor agreement (the "Intercreditor Agreement") in form reasonably acceptable to the lenders under the Senior Credit Facility, BellSouth, Purchaser and HIG, to be executed at Closing, providing that, among other things, (a) the Company shall pay the BellSouth Exit Debt in accordance with its terms if the Company is not in default under the Senior Credit Facility (and will not be in default as a result of such payment), and (b) if the Company is in default under the terms of the Senior Credit Facility, the holder of the BellSouth Exit Debt shall defer receipt of payments on such debt and refrain from exercising its remedies in respect thereof for six (6) months.

1.2 Deposit. On October 19, 2004, Purchaser paid One Million Dollars ($1,000,000) in immediately available funds to the trust account of Meland, Russin, Hellinger & Budwick, P.A., which amount is being held as a deposit under this Agreement, and except as otherwise provided in this Section 1.2, shall be credited towards the Purchase Price and paid over to the Plan Administrator appointed under the Bankruptcy Plan at Closing (the "Deposit"). In the event that (i) Purchaser terminates this Agreement for any reason other than in accordance with Sections 5.2, 6.1(a), 6.1(b), 6.1(d), 6.1(e), 6.1(g) or 6.1(h), or (ii) the Company terminates this Agreement in accordance with Sections 6.1(c) or 6.1(f), Purchaser and HIG shall forfeit such Deposit to the Company as liquidated damages and not a penalty. The parties acknowledge that the Company will be substantially damaged in such circumstances and that the precise amount of such damage would be impossible or difficult to determine, but that the above amount represents a reasonable estimate of such actual damages and shall be the sole and exclusive remedy of the Company and any third parties against Purchaser and/or HIG as a result of any termination of this Agreement. At the Closing, Purchaser shall pay an amount equal to the Purchase Price less the Deposit.

1.3 The Closing; Deliveries.

(a) The closing of the subscription for the New Common Shares and Redeemable Preferred Shares hereunder and the other transactions contemplated hereby (the "Closing") shall take place at the offices of the Company, at a date (the "Closing Date") and time to be mutually agreed by the Company and the Purchaser, which shall be no more than five (5) days after the date following the satisfaction or waiver (by the party entitled thereunder to waive any such condition) of all of the conditions set forth in Article V (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions).

(b) At the Closing, the Company shall pay the Closing Debts, assume the Restructured Debts, and deliver to the Purchaser (i) a share certificate(s) representing the New Common Shares being purchased by the Purchaser, issued in the name of the Purchaser, and (ii) a share certificate(s) representing the Redeemable Preferred Shares being purchased by the Purchaser, issued in the name of the Purchaser. Delivery of such certificates to the Purchaser

Company with all information concerning the Purchaser required to be included in the Disclosure Statement.

(b) The Bankruptcy Plan shall provide that: (i) the restructuring of the capitalization of the Company shall occur in accordance with the terms set forth in this Agreement (the "Restructuring"); (ii) the total equity capitalization of the Company at Closing (including the amount of outstanding common shares, Redeemable Preferred Shares and other equity securities, including securities exchangeable or convertible into such securities) (the "New Capitalization") shall be as set forth on Exhibit C; (iii) the other actions set forth in Sections 2.3(c) shall be effected; (iv) the Executory Contracts on the Assumption List shall be assumed (with the Purchaser and/or Company paying any cost to cure defaults) and all other Executory Contracts rejected; (v) except as otherwise provided in the Bankruptcy Plan, the Confirmation Order, or this Agreement, on and after the Effective Date, all Persons shall be permanently enjoined from commencing or continuing in any manner, any Litigation on account or in respect of any of the Pre-Petition Liabilities or other Liabilities satisfied pursuant to the Bankruptcy Plan; such injunctive relief shall be in addition to the relief afforded under Section 1141(d) of the Bankruptcy Code; and (vi) except as otherwise provided in the Bankruptcy Plan, the Confirmation Order, or this Agreement, on and after the effective date of the Bankruptcy Plan, all Persons shall be permanently enjoined from commencing or continuing in any manner, any Litigation on account or in respect of any of the Pre-Petition Liabilities or other Liabilities satisfied pursuant to the Bankruptcy Plan; such injunctive relief shall be in addition to the relief afforded under Section 1141(d) of the Bankruptcy Code.

4.4 Board Representation. The Bankruptcy Plan shall provide that, effective at Closing, the current board of directors of the Company shall be removed from office, and the holders of the New Common Shares shall, in conjunction with the Closing, nominate and elect a new board of directors who shall take office immediately upon the completion of the Closing.

4.5 Employee Agreements; Change in Control; Indemnification; Assumption List.

(a) As of the Closing, the Company will adopt the New Company Management Plan; provided, that (i) not less than 17.5% and not more than 25% of the New Outstanding Equity shall be available for purchase (including as restricted stock) or subject to stock options or other stock-based awards issued under the New Company Management Plan, and (ii) the exercise prices of such options or other stock-based awards shall have an exercise price equal to no less than (A) the per share price of the New Common Shares purchased by the Purchaser pursuant to this Agreement, or (B) such higher price as may be required under the terms and conditions of the New Company Management Plan or under applicable Laws. The Purchaser agrees that it will not issue any capital stock, or grant any rights to acquire capital stock, to K. Ramos or any Affiliate of K. Ramos.

(b) At any time before the Closing, the Purchaser shall have the right to designate for rejection by the Company any pre-Petition Date Commitment (i) with any of the officers, directors and employees of the Company and the Subsidiaries in which the transactions contemplated by this Agreement constitute a "change of control" or other similar event, (ii) for indemnification of any Person provided by the Company or any of the Subsidiaries which is the

subject of a case under the Bankruptcy Code, and (iii) such other Executory Contracts as Purchaser may request be removed from the Assumption List. The Purchaser shall cooperate with the Company in connection with developing an appropriate executive remuneration plan (which will include a retention component) covering the period from the date hereof through the Closing Date. The by-laws of the Company shall provide for customary indemnification provisions covering actions taken by the officers and directors of the Company subsequent to the Closing Date.

4.6 Fees and Expenses. Except as otherwise set forth herein, each party to this transaction shall bear their own costs and fees for the expenses incurred in this transaction.

4.7 Access to Information; Confidentiality; Monthly Statements.

(a) Between the date hereof and the Closing, the Company shall (i) afford the Purchaser and the Purchaser's Representatives reasonable access, upon reasonable prior notice, during the Company's normal business hours, to the Assets, properties, offices and other facilities, officers, employees, Commitments and books and records of the Company and each Subsidiary, and to the outside auditors of the Company and their work papers relating to the Company and the Subsidiaries, (ii) notify as promptly as practicable, the Purchaser of any material business development of the Company or any Subsidiary, and (iii) consult with the Purchaser on all matters outside the Ordinary Course of Business relating to the Company's business, strategy, financing and restructuring prior to Closing and the Company's actions in connection with any pending FPSC hearings and any new hearings with any Governmental Entities. In addition, the Company shall, and shall cause each Subsidiary to, furnish promptly to the Purchaser any such other information concerning its business, Assets, properties and personnel as the Purchaser may reasonably request at any time and from time to time. Without limiting the generality of the foregoing, the Purchaser may, in its sole and absolute discretion, retain auditors to review and verify the Monthly Operating Statements and review and examine any procedures, books, records and work papers used in their preparation. All such information shall be held in confidence in accordance with the terms of the Purchaser Confidentiality Agreement.

(b) The Company shall furnish to the Purchaser: (i) copies of all statements, schedules and reports for such month required to be provided by the Company to the United States Trustee pursuant to Sections 1106(a)(1) and 704(8) of the Bankruptcy Code promptly after delivery to the United States Trustee; and (ii) copies of the Company's monthly debtor-in-possession reports upon filing.

4.8 Reasonable Efforts; Consents; Approvals; Notification.

(a) Upon the terms and subject to the conditions set forth in this Agreement and subject to the orders of the U.S. Bankruptcy Court, the Company shall use its reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to bring about the confirmation of the Bankruptcy Plan. Upon the terms and subject to the conditions set forth in this Agreement, each of the Company and the Purchaser shall use their reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE COMPANY:

Supra Telecommunications and Information Systems, Inc.

By: _____
Name: Russ Lambert
Title: Chief Executive Officer

THE PURCHASER:

H.I.G. Supra, Inc.

By: _____
Name: Tony Tamer
Title: _____

Endeavor Capital Management, LLC

By: _____
Name: Anthony Buffa
Title: Managing Member

_____
David Struwas

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE COMPANY:

Supra Telecommunications and Information Systems, Inc.

By: _____
Name: _____
Title: _____

THE PURCHASER:

H.I.G. Supra, Inc.

By: _____
Name:
Title:

Endeavor Capital Management, LLC

By: _____
Name: Anthony Buffa
Title: Managing Member

_____
David Strowas

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

THE WASHINGTON HARBOUR
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647
WWW.SWIDLAW.COM

NEW YORK OFFICE
THE CHRYSLER BUILDING
405 LEXINGTON AVENUE
NEW YORK, NY 10174
TELEPHONE (212) 973-0111
FACSIMILE (212) 891-9598

November 30, 2004

BY OVERNIGHT MAIL

California Public Utilities Commission
Docket Office, Room 2001
State Building
500 Van Ness Avenue, Suite 100
San Francisco, CA 94102-3298

Re: Joint Application of Supra Telecommunications and Information Systems, Inc. and H.I.G. Supra, Inc. to Complete a Transfer of Ownership to Implement a Plan of Reorganization

Dear Madam or Sir:

On behalf of Supra Telecommunications and Information Systems, Inc. and H.I.G. Supra, Inc. ("Applicants"), enclosed for filing with the Commission are an original plus seven (7) copies of the above-referenced Joint Application.

Please date-stamp the enclosed extra copy of this filing and return it in the attached self-addressed, postage prepaid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Douglas D. Orvis II at (202) 945-6941.

Respectfully submitted,

Catherine Wang
Douglas D. Orvis II

Counsel for Applicants

MEB 1812

EXHIBIT "3"

Before the
PUBLIC UTILITES COMMISSION OF
THE STATE OF CALIFORNIA

In the Matter of	)	
Supra Telecommunications and Information Systems, Inc. (U-6100-C)	)	A.04-12-
and	)	
H.I.G. Supra, Inc.	)	
For Approval to Complete a Transfer of Control Of an Authorized Telecommunications Carrier	)	

JOINT APPLICATION

I. INTRODUCTION

A. Summary of Transaction

Supra Telecommunications and Information Systems, Inc., (U-6100-C) ("Supra"), H.I.G. Supra, Inc. ("H.I.G." or the "Purchaser", and, together, with Supra, the "Applicants"), through their undersigned counsel and pursuant to Section 854 of the California Public Utilities Code, hereby respectfully request that the Commission grant authority, to the extent it deems it required, for a transaction wherein Supra will become majority owned and controlled by the Purchaser. The Applicants propose the transfer of ownership to implement a Plan of Reorganization that will allow Supra to emerge from Chapter 11 bankruptcy. As described below, because this transaction is purely a stock acquisition, the proposed transaction will not result in any immediate change in the rates, terms, or conditions of the services provided to existing Supra customers in California. However, the Applicants expect that the transaction will enable Supra to emerge from bankruptcy

as a more effective competitor offering high quality, affordable telecommunications services to consumers of this state. Accordingly, the Applicants respectfully submit that the proposed transaction will serve the public interest in California. The Applicants believe that this matter can be completed without a hearing and completed by February 15, 2005. Pursuant to Rule 6(a)(1), Applicants state that the Commission should categorize this Joint Application as a ratesetting proceeding.

B. Request for Expedited, *Ex Parte* Consideration

Expeditious grant of Commission approval is crucial to this transaction. In order to comply with scheduling requirements of the supervising U.S. Bankruptcy Court and meet important financial and business deadlines, the Applicants have an urgent need to complete the proposed transaction as quickly as possible. The Plan of Reorganization approved by the Bankruptcy Court resulted from a careful resolution of difficult issues reached after lengthy negotiations with Supra's primary creditor, Bell South. Having successfully developed a Plan of Reorganization that meets the needs of all interested parties and that was approved by the Court on October 27, 2004, the Applicants respectfully request that the Commission act upon this Application expeditiously in order to allow the proposed transaction to be consummated as soon as possible. The Applicants believe that *ex parte* treatment is appropriate given the non-controversial nature of this transaction.

The Applicants believe that this matter can be completed without a hearing and completed by February 15, 2005.

In support of this Application, Applicants state as follows:

II. DESCRIPTION OF APPLICANTS (Rules 15(a), 16(a) and 35(a))

A. Supra Telecommunications and Information Services, Inc.

Supra is a facilities-based national Alternative Local Exchange Carrier ("ALEC") targeting the consumer market. With its headquarters located at 2620 S.W. 27th Avenue, Miami, Florida 33133, in 1997 Supra became one of the first companies in South Florida to provide residential and business customers a choice in the selection of their "local telephone company." Today, Supra is one of Florida's largest residential competitive local provider. The company's vision is to extend to all parts of the country the same freedom of choice that Supra now provides to its customers in Florida and New York.

Supra is licensed in seven states to provide intrastate local and long distance telecommunications services. In California, Supra is licensed as a facilities-based and resale competitive local carrier, in Verizon and SBC territories, as well as a state-wide NDIEC, by Decision 98-12-083, on December17, 1998, and was assigned Utility ID Number U-6100-C. Supra is also authorized by the Federal Communications Commission to provide competitive domestic and international telecommunications services.

In October, 2002, Supra filed for protection under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of Florida. (Case number 02-41250). After protracted bankruptcy proceedings before Chief U.S. Bankruptcy Judge Robert A. Mark, Supra, its creditors and other interested parties have reached agreement on a plan that would resolve the parties' interests in bankruptcy, including, specifically, the interests of Supra's primary creditor Bell South. This resolution occurred after substantial negotiations between Bell South, as a creditor and a primary supplier to Supra, and Supra, and approval from the Bankruptcy Court occurred. Thus, the Plan of Reorganization will enable Supra to emerge as a viable provider of competitive telecommunications services to consumers in California. Supra's

Plan of Reorganization, including the proposed transfer of ownership described below, was approved in a hearing by the Bankruptcy Court on October 26.

B. H.I.G. Supra, Inc. (H.I.G.)

H.I.G. Supra, Inc. is a Cayman Islands corporation recently established in connection with the proposed emergence of Supra from bankruptcy. H.I.G. is approximately 80% owned by H.I.G. Capital Partners III, L.P. ("H.I.G. Capital"), a Delaware limited partnership. H.I.G. Capital is part of a group of H.I.G. companies that together are a leading private equity and venture capital investment firm with more than $1.5 billion of equity capital under management. Founded in 1993, with offices in Miami, Atlanta, Boston and San Francisco, H.I.G. Capital specializes in providing capital to small and medium-sized companies with attractive growth potential. Financial statements of Supra are attached as Exhibit B.

H.I.G. Capital seeks investment opportunities with companies with visionary management teams and entrepreneurs who have taken substantial equity positions in their companies to help build businesses of significant value. The H.I.G. Capital team has substantial operating, consulting, technology and financial management experience, enabling H.I.G. Capital to contribute meaningfully to its portfolio companies.

III. CONTACT INFORMATION (Rule 15(b))

Questions concerning this Application should be directed to the following:

Catherine Wang
Douglas D. Orvis II
Swidler Berlin Shereff Friedman
3000 K St., NW, Ste. 300
Washington, DC 2007
(202) 945-6941 (Tel)
(202) 424-7645 (Fax)
CWang@swidlaw.com
DDOrvis@swidlaw.com

IV. DESCRIPTION OF THE TRANSACTION (Rule 35(b)-(d))

On October 26, 2004, the Applicants, agreed to a transaction wherein Supra would reissue its common and preferred stock to the Purchaser as part of a Plan of Reorganization supervised by the U.S. Bankruptcy Court for the Southern District of Florida. Under the Plan, the Purchaser will receive 9 million shares of new common stock and 4.5 million shares of convertible preferred stock, which combined shall represent 90% of the new equity ownership of Supra.[1]

Customers of Supra in California will not be affected by this change of control. Because this transaction is strictly a stock transaction, the issuance and sale of new stock and the transfer of control will not result in any change in rates or terms of service to Supra's existing customers in California. Customers will receive notice of the transaction.

A chart showing the post-closing ownership information of Supra is attached as Exhibit A.

V. PUBLIC INTEREST CONSIDERATIONS

Applicants respectfully submit that the proposed transaction serves the public interest. Supra has provided a choice for consumers of high quality, affordably priced telecommunications services since 1997. The proposed transaction will allow Supra to emerge from bankruptcy intact with new ownership. The transfer of ownership will avoid disruption of customer service and better position Supra to continue offering consumers in California a selection of valuable telecommunications services. In particular, Applicants submit that: (1) the proposed transaction

[1] Purchaser will hold approximately 90% of Supra's stock. The remaining 10% interest will be divided among several minority investors, including individuals in management, none of which will hold more than 5%.

will not adversely affect Applicants' managerial or technical qualifications, and will enhance the financial qualifications of Applicants; (2) the proposed transaction will benefit consumers in the California telecommunications market by providing Supra with access to Purchasers' capital and management expertise, which will make Supra a more vibrant competitor; and (3) the proposed transaction will assure that there is no disruption of service and will be virtually transparent to existing customers of Supra.

At the same time, however, the proposed transaction will give Supra's customers the added benefit that will come with Supra's strengthened capital position following the proposed transaction. Supra will be better positioned to continue to compete against the larger, better-capitalized incumbent providers in California, and can revitalize its business plan to bring lower cost, competitive services to consumers. The proposed transaction is, therefore, expected to invigorate competition and to help to ensure that customers continue to have a competitively active and financially viable alternatives in the business and residential communications marketplace. Because the proposed transaction is expected to reduce Supra's impediments to growth and will provide Supra's customers with a wider variety of telecommunications services, Applicants hope to complete the proposed transaction as quickly as possible. If the transaction is not approved expeditiously, Supra will likely be required to cease operations, which could result in the loss of local service for its customers. Accordingly, Applicants respectfully request that the Commission expedite the processing of this Application and grant the requested authority as soon as possible.

V. CONCLUSION

For the reasons stated above, Applicants respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this instant Application. The

Applicants respectfully request expedited approval to permit the proposed transaction described herein to be consummated consistent with the completion as soon as possible.

Respectfully submitted,

Catherine Wang
Douglas D. Orvis II
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007-5116
(202) 424-7500 (Tel)
(202) 424-7645 (Fax)
CWang@swidlaw.com (Email)
DDOrvis@swidlaw.com (Email)

Dated: November 30, 2004

Verification

VERIFICATION

STATE OF Florida)
) ss:
CITY OF Dade)

I, [illegible], being first duly sworn, state that I am [illegible] of Supra Telecommunications and Information Systems, Inc., an Applicant in the foregoing Application; that I am authorized to make this Verification on behalf of Supra Telecommunications and Information Systems, Inc.; that the foregoing Application was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information, and belief.

[NAME]
[TITLE]
Supra Telecommunications and Information Systems, Inc.

Sworn and subscribed before me this 19th day of November, 2004.

Notary Public

My commission expires 6-9-08

ESTHER [illegible]
Notary Public - State of Florida
My Commission Expires Jun 9, 2008
Commission # DD327338
Bonded By National Notary Assn.

California

THE COMPANIES LAW (2003 REVISION)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

REGISTERED AND FILED
AS NO: [illegible] THIS [illegible] DAY
OF [illegible]
[signature]
ASST REGISTRAR OF COMPANIES
CAYMAN ISLANDS

MEMORANDUM OF ASSOCIATION

OF

H.I.G. CLEC, INC.

1 The name of the Company is **H.I.G. CLEC, Inc.**

2 The registered office of the Company shall be at the offices of M&C Corporate Services Limited, PO Box 309GT, Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands, or at such other place as the Directors may from time to time decide.

3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (2003 Revision) or as the same may be revised from time to time, or any other law of the Cayman Islands.

4 The liability of each Member is limited to the amount from time to time unpaid on such Member's shares.

5 The share capital of the Company is US$50,000 divided into 50,000 shares of a par value of US$1.00 each.

6 The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

7 Capitalised terms that are not defined in this Memorandum of Association bear the same meaning as those given in the Articles of Association of the Company.

REGISTRAR OF COMPANIES
EXEMPTED
CAYMAN ISLANDS

WE, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum of Association, and we agree to take the number of shares shown opposite our name.

DATED this 30th day of January 2004.

SIGNATURE and ADDRESS OF SUBSCRIBER	NUMBER OF SHARES TAKEN
M&C Corporate Services Limited Of PO Box 309GT, Ugland House South Church Street, George Town, Grand Cayman, Cayman Islands acting by: Matthew Gardner	One

Simon J. Palmer

Audrey Santamaria
Witness to the above signatures

I, JOY A. RANKINE Asst. Registrar of Companies in and for the Cayman Islands DO HEREBY CERTIFY that this is a true and correct copy of the Memorandum of Association of this Company duly incorporated on the 30th day of January 2004.

ASST REGISTRAR OF COMPANIES

REGISTRAR OF COMPANIES EXEMPTED CAYMAN ISLANDS

HSH\ACS\604866\1206765\pv5901!

H.I.G. CLEC, INC.
(the "**Company**")

WRITTEN RESOLUTIONS OF THE SUBSCRIBER TO THE COMPANY'S MEMORANDUM OF ASSOCIATION DATED 30TH JANUARY 2004.

IT IS HEREBY RESOLVED:

1 **Incorporation of the Company**

THAT the incorporation of the Company and terms of the memorandum and articles of association of the Company be and the same are hereby fully ratified, confirmed, approved and adopted.

2 **Appointment of Directors**

THAT the following persons be appointed directors of the Company, each to hold office in accordance with the articles of association of the Company.

Anthony Tamer
Sami Mnaymneh

M&C Corporate Services Limited
acting by:

Gareth Griffiths

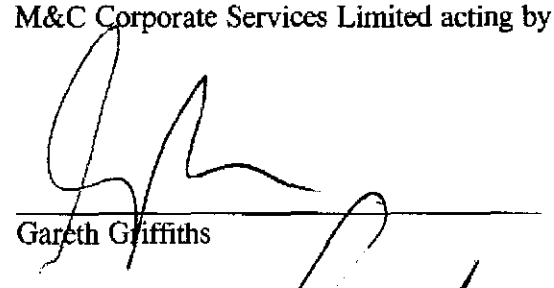
Matthew Gardner

HSH\ACS\604866\1209019\pwvv01!

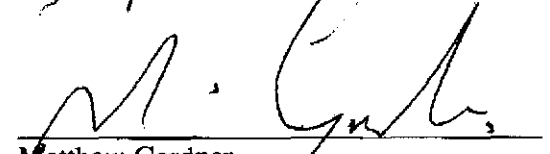
SHARE TRANSFER

M&C Corporate Services Limited, for value received, does hereby transfer to H.I.G. Capital Partners III, L.P. (the "**Transferee**") the one share standing in its name in the undertaking called **H.I.G. CLEC, Inc.** to hold the same unto the Transferee.

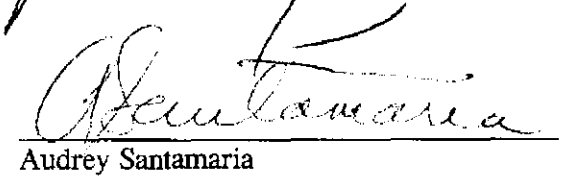
M&C Corporate Services Limited acting by:



Gareth Griffiths



Matthew Gardner



Audrey Santamaria
Witness to the above signatures

Dated this 30th day of January 2004.

H.I.G. CLEC, INC.
(the "Company")

WRITTEN RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

IT IS HEREBY RESOLVED:

1 **Incorporation of the Company**

THAT the incorporation of the Company and the terms of the memorandum and articles of association of the Company as presented to the directors of the Company (the "Directors") be and the same hereby are fully ratified, confirmed, approved and adopted.

2 **First Directors**

The contents of the written resolutions of the representatives of the subscriber of the Company, pursuant to which the first Directors had been appointed, were duly noted.

3 **Registered Office**

It is hereby noted that the Company had been established with its registered office situated at the offices of M&C Corporate Services Limited ("**MCCS**"), P.O. Box 309GT, Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands.

THAT the proposed registered office agreement between the Company and M&C Corporate Services Limited relating to the provision of registered office services to the Company (the "**Registered Office Agreement**") be and is hereby approved and that any Director be and is hereby authorised to execute the Registered Office Agreement on behalf of the Company subject to such amendments and additions as any Director shall consider necessary or desirable (such Director's signature being due evidence of his approval of such amendments or additions).

4 **Co-Presidents**

THAT Sami Mnaymneh and Anthony Tamer be and hereby are appointed as Co-Presidents to the Company, to hold office until their successor shall be appointed or their earlier removal from or vacation of office.

5 **Company Seal**

THAT the Company's Cayman Islands legal counsel be and are hereby authorised to arrange the preparation of the common seal of the Company, which is hereby adopted,

upon receipt of specific instructions from any Director or other person acting on behalf of the Company.

6 Share Certificate

THAT the share certificate in the form normally prepared by Maples and Calder be adopted as the form of ordinary share certificate of the Company to be used if the Company determines to issue certificates for shares.

7 Ordinary Shares

THAT the Directors allot and issue ordinary shares ("**Ordinary Shares**") to the subscriber to the memorandum of association at par:

MCCS	-	one share (no certificate)

THAT the following transfers of Ordinary Shares be approved:

Transferor	Transferee	Number of Ordinary Shares
MCCS	H.I.G. Capital Partners III, L.P.	One

THAT any Director or Officer of the Company be and hereby is authorized to allot and issue such number of Ordinary Shares and for such issue price as each Director or Officer may in his sole discretion determine, as fully paid and non-assessable upon payment of the relevant issue price.

THAT any Director or Officer be instructed to prepare and sign on behalf of the Company and deliver share certificates following the transfer and issue of Shares referred to above.

8 Legal Advisers

THAT the appointment of Maples and Calder as Cayman Islands legal counsel to the Company as to matters of Cayman Islands law only upon their usual terms and conditions be approved.

9 Financial Year

THAT the financial year of the Company end on 31st December in each year, the first financial year to end on 31st December 2004.

10 Company's Bankers

THAT SunTrust Bank be appointed bankers to the Company and that any Director be and is hereby authorised to open a bank account in the Company's name with such bank, the standard resolutions required concerning such account being hereby adopted as if set out here in full and any Director be appointed as authorised signatory with respect to such accounts and any Director be and is hereby authorised to execute the mandate in connection with such account.

11 Section 184 of the Companies Law

THAT the terms of the declaration made pursuant to the above named section (to the effect that the operation of the Company is intended to be conducted mainly outside the Cayman Islands) signed by a representative of the proposed subscriber of the Company be and are hereby fully ratified, confirmed, approved and adopted.

12 Annual Return Filings

It was resolved **THAT** MCCS be and hereby is authorised and instructed to sign as authorised signatory for the Company, and to file with the Registrar of Companies in and for the Cayman Islands, the annual return form required to be submitted annually to the Registrar unless and until instructed in writing by a Director to the contrary.

Sami Mnaymneh
Dated: 6 February 2004

Anthony Tamer
Dated: 6 February 2004

H.I.G. CLEC, INC.
(the "**Company**")

WRITTEN RESOLUTIONS OF THE SOLE SHAREHOLDER OF THE COMPANY DATED 26 OCTOBER 2004.

IT IS RESOLVED AS A SPECIAL RESOLUTION that the name of the Company be and hereby is changed to **H.I.G. Supra, Inc.**

IT IS FURTHER RESOLVED that Messrs. Maples and Calder, on behalf of M&C Corporate Services Limited, be and hereby are authorised and requested to make all necessary returns to the Registrar of Companies in respect of the above.

Signed by:
for and on behalf of
H.I.G. Capital Partners III, L.P.

H.I.G. CLEC,INC.
(the "**Company**")

WRITTEN RESOLUTIONS OF THE SOLE SHAREHOLDER OF THE COMPANY DATED 26 OCTOBER 2004.

IT IS RESOLVED AS A SPECIAL RESOLUTION that the name of the Company be and hereby is changed to **H.I.G. Supra, Inc.**

IT IS FURTHER RESOLVED that Messrs. Maples and Calder, on behalf of M&C Corporate Services Limited, be and hereby are authorised and requested to make all necessary returns to the Registrar of Companies in respect of the above.

Signed by:
for and on behalf of
H.I.G. Capital Partners III, L.P.

The Registrar of Companies

Tower Building

George Town

H.I.G. CLEC, INC.

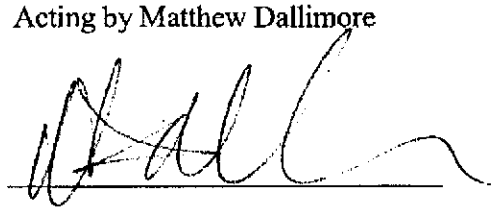
(the "Company")

NOTICE is hereby given that by Written Special Resolutions of the Sole Shareholder of the Company adopted on 26 October 2004 the following resolution was passed:

"IT IS RESOLVED AS A SPECIAL RESOLUTION that the name of the Company be and hereby is changed to **H.I.G. Supra, Inc.**"

M&C Corporate Services Limited

Acting by Matthew Dallimore



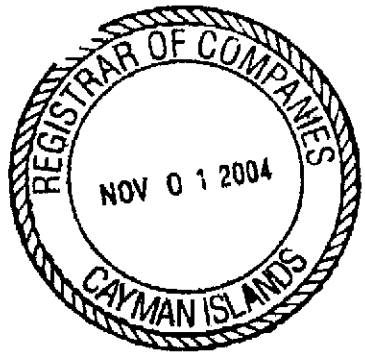
Dated this 27th day of October 2004.

CERTIFIED TO BE A TRUE AND CORRECT COPY

SIG. _____

KEVINS TAVERAS
Adty · Assistant Registrar

Date. 1ST November, 2004



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The Change of Name of **H.I.G. CLEC, Inc.** to **H.I.G. Supra, Inc.** on 1st November, 2004 has been noted. The Tax Undertaking set out herein has been extended to **H.I.G. Supra, Inc.** for a period of twenty years from 10th February, 2004.

GOVERNOR IN CABINET